accordance with the insured's request, so as to read as of Aug. 23, 1915, although actual delivery was not made until Sept. 13, 1915. The policy provided that it should be incontestable after two years from its date of issue. The insured died July 4, 1917. The policy was not contested until Aug. 24, 1917, when the defendant sought to interpose a plea of fraud. On these facts the parties both requested a directed verdict. The court directed a verdict for the plaintiff beneficiary and entered judgment thereon. *Held*, that the judgment be affirmed. *Mutual Life Ins. Co.* v. *Hurni Packing Co.*, 280 Fed. 18 (8th Circ.).

An incontestability clause which fixes a reasonable period for the insurer to discover defenses is effective even as against fraud. *Weil* v. *Federal Life Ins. Co.*, 264 Ill. 425, 106 N. E. 246. The principal case concerns a question of construction of such a clause reading "two years . . . from its date of issue." There is some authority to the effect that the death of the insured within two years fixes the rights of the parties, so that the insurance company will not be barred from asserting its defense. *Kelley* v. *Mutual Life Ins. Co. of N. Y.*, 109 Fed. 56 (S. D. Iowa), reversed on other grounds, 114 Fed. 268 (8th Circ.). But the great weight of authority is otherwise. *Monahan* v. *Metropolitan Life Ins. Co.*, 283 Ill. 136, 119 N. E. 68; *Lavelle* v. *Metropolitan Life Ins. Co.*, 238 S. W. 504 (Mo.). The question is, then, narrowed to a construction of the phrase "date of issue," to determine the exact day on which the incontestability period started to run. Literally, the dissenting opinion would seem correct, that the meaning of "issue" is delivery. But the word must be considered with reference to the whole policy, and doubtful questions of construction should be determined against the insurance company which drew up the policy, particularly where the clause purports to be for the benefit of the insured. *Monahan* v. *Metropolitan Life Ins. Co.*, *supra*. See 2 WILLISTON, CONTRACTS, § 621. The court in the principal case is in accord with the trend of authority in construing "date of issue" to mean the date on the face of the policy. *Anderson* v. *Mutual Life Ins. Co.*, 164 Cal. 712, 130 Pac. 726; *Harrington* v. *Mutual Life Ins. Co. of N. Y.*, 21 N. D. 447, 131 N. W. 246; *Meridian Life Ins. Co.* v. *Milam*, 172 Ky. 75, 188 S. W. 879. See *Goldstein* v. *New York Life Ins. Co.*, 176 App. Div. 813, 816, 162 N. Y. Supp. 1088, 1090; aff'd, 227 N. Y. 575, 124 N. E. 898. *Cf. Painter* v. *Mass. Mut. Life Ins. Co.*, 133 N. E. 20 (Ind.); *Allen* v. *Patrons' Mutual Fire Ins. Co. of Mich., Ltd.*, 165 Mich. 18, 130 N. W. 196.

INSURANCE — CONSTRUCTION OF PARTICULAR WORDS AND PHRASES IN STANDARD FORM. — An automobile liability policy provided that the insurer should "pay all costs and expenses incident to the investigation, adjustment and settlement of claims, and all costs taxed against the assured in any legal proceedings defended by the company." A man was run over and killed. His administrator sued and attached property of the insured, a foreign corporation. The insurance company having refused to bond the attachment, the insured did so and thus secured a partial discharge. The action was later settled and this action was brought to recover the expense of poundage fees and procuring a bond. *Held*, that the plaintiff do not recover. *Green River Distilling Co.* v. *Massachusetts Bonding & Insurance Co.*, 234 N. Y. 109, 136 N. E. 310.

Insurance policies should be construed liberally to promote the purpose of the insurance. *Richards* v. *Standard, etc. Co.*, 200 Pac. 1017 (Utah). It has been thought that reasonable construction, in favor of the insured, promotes this end. *Rochester, etc. Co.* v. *Maryland Casualty Co.*, 143 Mo. App. 555, 128 S. W. 204. The New York court has accepted the proposition that a provision such as that under consideration is to apply to

any reasonable expenditures incurred in a defense in good faith of the merits of a case. *Brassil* v. *Maryland Casualty Co.*, 210 N. Y. 235, 104 N. E. 622. It would seem that a failure of the insurer to furnish a *supersedeas* bond to stay execution of judgment pending appeal renders it liable to the insured. *Johnson* v. *Maryland Casualty Co.*, 103 Neb. 371, 171 N. W. 908. *Cf. Upton, etc. Co.* v. *Pacific, etc. Co.*, 162 App. Div. 842, 147 N. Y. Supp. 765. Apparently the principal case stands for the proposition that such rulings are not to be extended to include any reasonable expenditures necessary to prevent loss arising from collateral proceedings incident to an action at law which is included within the terms of the policy. This is narrow. These policies are drawn to meet ordinary business needs and should be so interpreted where possible. To have held otherwise would have been more consonant with the attitude heretofore adopted toward such policies.

LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — WHETHER COVENANT AGAINST SUBLETTING IS BROKEN BY PARTIAL SUBLETTINGS. — The plaintiff leased certain premises to the defendant, the agreement containing the usual covenant by the tenant not to assign, sublet or part with possession without the landlord's consent, but the covenant when referring to the premises did not add "or any part thereof." The defendant obtained consent to let the top floor. Later, without consent, all the rest of the premises were sublet. The plaintiff thereupon claimed a forfeiture; but his action was dismissed by the lower court on the ground that the covenant did not prevent a partial subletting. The plaintiff appealed, arguing that the two partial sublettings constituted a complete subletting, and hence a breach. *Held*, that the appeal be allowed. *Terrell* v. *Chatterton*, 57 L. J. 263 (C. A.).

Conditions in leases against assigning and subletting are construed strictly to prevent forfeitures. *Crusoe* v. *Bugby*, 2 Wm. Bl. 766; *Jackson* v. *Harrison*, 17 Johns. (N. Y.) 66; *Lynde* v. *Hough*, 27 Barb. (N. Y.) 415; *Field* v. *Mills*, 33 N. J. L. 254. On this ground, general covenants against subletting and assigning have been held not to be broken by a partial subletting or assignment, although the natural meaning of such a covenant would seem to prevent any alienation whatsoever. *Grove* v. *Portal* [1902] 1 Ch. 727. *Cf. Miller* v. *Pond*, 214 Mich. 186, 183 N. W. 24. See *Church* v. *Brown*, 15 Ves. Jr. 258, 265; *Cuschner* v. *Westlake*, 43 Wash. 690, 696. In the principal case, therefore, the suggestion that the second sublease alone would not work a forfeiture is well founded. And clearly the first subletting was no violation of the lease, being authorized. It is therefore difficult to understand the logic of holding that the two together constituted a breach. Although the result was a complete subletting, there was not a complete subletting without consent. The decision in the principal case may be supported, however, by relying on the covenant not to part with possession. Such clauses are equivalent to a requirement of personal occupancy, which is given a very literal meaning, and construed even more strictly than a covenant against assigning and subletting. *Cf. Greenslade* v. *Tapscott*, 1 C. M. & R. 55; *Jenkins* v. *Price* [1908] 1 Ch. 10. See *Marsh* v. *Bristol*, 65 Mich. 378, 385, 32 N. W. 645, 648. See TIFFANY, LANDLORD AND TENANT, § 152 M.

LANDLORD AND TENANT — CROPPERS' CONTRACTS. — The California Land Law forbids an alien to acquire any "interest" in land. (1921 CAL. STAT. 83.) A contract was made by the owner of land with an alien Japanese, under which the latter cultivated the land for four years, lived in a house thereon, and enjoyed possession which was to be protected by